

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 4	
2. Amendment/Modification No. P00002		3. Effective Date 2004JAN22		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-AHPB DEBORAH ROTH (586)574-8055 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: ROTHDR@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA LONG ISLAND 605 STEWART AVENUE GARDEN CITY, NY 11530-4761		Code S3309A	
				SCD A PAS NONE ADP PT HQ0337			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) H & R PARTS CO LLC 800 AXINN AVE P.O. BOX CS-9401 GARDEN CITY, NY. 11530-9401 TYPE BUSINESS: Other Small Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. W56HZV-04-P-0126	
				<input type="checkbox"/>		10B. Dated (See Item 13) 2003NOV05	
Code 5P784		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) NO CHANGE TO OBLIGATION DATA							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS							
KIND MOD CODE: G It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.			The Changes Set Forth In Item 14 Are Made In		
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input checked="" type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Mutual Agreement of the Parties					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print)		16A. Name And Title Of Contracting Officer (Type or print) DARYL F. WITTE WITTED@TACOM.ARMY.MIL (586)574-7196	
15B. Contractor/Offeror _____ (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2004JAN22

NSN 7540-01-152-8070

PREVIOUS EDITIONS UNUSABLE

30-105-02

STANDARD FORM 30 (REV. 10-83)

Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 4
	PIIN/SIIN W56HZV-04-P-0126	MOD/AMD P00002	
Name of Offeror or Contractor: H & R PARTS CO LLC			

SUPPLEMENTAL INFORMATION

MODIFICATION P00002 TO GOVERNMENT PURCHASE ORDER W56HZV-04-P-0126

NOUN: DOOR, HATCH, VEHICLE	PRON: EH-386802-EH
NSN: 2510-01-181-6174	QTY: 09 EACH
P/N: 11671941	FOB POINT: DESTINATION

1. THE PURPOSE OF THIS MODIFICATION P00002 TO GOVERNMENT PURCHASE ORDER W56HZV-04-P-0126 IS TO INCORPORATE ENGINEERING CHANGE PROPOSAL (ECP) NUMBER TAC-S1774, WHICH WAS INADVERTENTLY OMITTED FROM THE TECHNICAL DATA PACKAGE (TDP). IN A MESSAGE FROM H AND R PARTS COMPANY, LLC, GENE FOLEY STATED THAT HE HAS THE ECP, THEREFORE THE ECP IS BEING INCORPORATED BY NUMBER ONLY. THE CONTRACTOR CAN PROVIDE THE DCMA LONG ISLAND COGNIZANT CONTRACT MANAGEMENT TEAM (CMT) MEMBERS, WITH THE ECP, IF NEEDED.
2. BECAUSE A BILATERAL MODIFICATION IS BEING ISSUED, TACOM CLAUSE IS7858, ENTITLED: "ADDITIONAL GENERAL CLAUSES", DATED FEBRUARY 1997, IS HEREBY INCORPORATED INTO THIS PURCHASE ORDER.
3. ALL OTHER TERMS AND CONDITIONS ARE UNCHANGED AND REMAIN IN FULL FORCE AND EFFECT.
4. THE CONTRACTOR AND THE GOVERNMENT DO MUTUALLY AGREE THAT ALL CLAIMS AND OBLIGATIONS ARISING FROM THIS MODIFICATION P00002 TO GOVERNMENT PURCHASE ORDER W56HZV-04-P-0126 ARE HEREBY SATISFIED.

*** END OF NARRATIVE A 002 ***

Name of Offeror or Contractor: H & R PARTS CO LLC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
	(Deleted narrative A001)				
0001	NSN: 2510-01-181-6174 FSCM: 19207 PART NR: 11671941 SECURITY CLASS: Unclassified				
0001AA	<u>PRODUCTION QUANTITY</u> NOUN: DOOR, HATCH, VEHICLE PRON: EH386802EH PRON AMD: 02 ACRN: AA AMS CD: 070011 <u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: REFERENCE PACKAGING CLAUSE UNIT PACK: 001 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-P-0126 MOD/AMD P00002	Page 4 of 4
Name of Offeror or Contractor: H & R PARTS CO LLC		

CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1 ADDED	52.213-4010 (TACOM)	ADDITIONAL GENERAL CLAUSES	FEB/1997

The following three FAR clauses apply to this purchase order, in addition to the other clauses contained in, or cited in, the document:

- (1) CHANGES-FIXED-PRICE
- 52.243-1
- (AUG 1987)

(i) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (A) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
- (B) Method of shipment or packing.
- (C) Place of delivery.

(ii) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(iii) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(iv) If the Contractor's proposal includes the cost of property made, obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(v) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

[End of Clause]

- (2) TERMINATION FOR CONVENIENCE OF THE GOVERNMENT
- 52.249-1
- (APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the rights, duties, and obligations of the parties, including compensation to the Contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

[End of Clause]

- (3) DEFAULT--FIXED-PRICE SUPPLY AND SERVICE
- 52.249-8
- (APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. See referenced FAR cite for full provision.

[End of Clause]